

United States Courts
Southern District of Texas
FILED

JAN 25 2013

David J. Bradley, Clerk of Court

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UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF TEXAS - HOUSTON

13-195

Rodrick J. Morris
Plaintiff,
vs.

Case No.:

Conn Credit Co, Main Street
Acquisition, Palisades Collection
LLCs, Santander Consumer USA, Vantage
Mortgage Group, Creditfax Cisco Inc,
PB Financial Group, Saferent, AT&T
Service Inc, Triad Financial,
Commercial Recovery Systems, Old
Republic Credit, Union Home Loan Inc,
Chase NA, Pearl Capital, American
Finance SLTNS,
Defendant

**Fair Credit Reporting
Act ("FCRA")**
**Fair & Accurate Credit
Transaction Act ("FACTA")**
**Fair Debt Collections Practices
Act ("FDCPA")**

Upon information and belief, and in good faith, Plaintiff Rodrick J. Morris alleges as follows.

PRELIMINARY STATEMENT

1. Plaintiff, Rodrick J. Morris brings this action for damages based in part, upon Defendants' violation of the **Fair Credit Reporting Act ("FCRA")** codified at 15 U.S.C. § 1681 et seq., the **Fair Debt Collection Practices Act ("FDCPA")**, 15 U.S.C. § 1692 et seq., The

1 **Fair and Accurate Credit Transactions Act of 2003 FACT Act or**
2 **FACTA, Pub.L. 108-159.**

3 2. Under § 616 of the Act, (15 U.S.C. § 1681n). " An entity that
4 meets the definitional requirement for a "consumer reporting
5 agency" (CRA) in section 603(f) of the FCRA is covered by the law
6 even if the only information it collects, maintains, and
7 disseminates is obtained from "public record" sources.

8 3. Section 603(f) defines a "consumer reporting agency" (CRA) as any
9 person which, for monetary fees, dues, or on a cooperative
10 nonprofit basis, regularly engages in whole or in part in the
11 practice of assembling or evaluating consumer credit information
12 or other information...for the purpose of furnishing consumer
13 reports to third parties". In turn, Section 603(d) defines a
14 "consumer report" as the communication of "any information" by a
15 CRA that bears on a consumer credit worthiness, credit rating,
16 credit capacity, character, general reputation, personal
17 characteristics, or mode of living" that is "used or expected to
18 be used or collected in whole or in part" for the purpose of
19 serving as a factor in establishing eligibility for credit or
20 insurance to be used primarily for personal, family or household
21 purposes, employment purposes, or any other purpose authorized
22 under Section (604).

23 4. A consumer may recover either actual damages or a minimum of \$100
24 and a maximum of \$1000 plus punitive damages and reasonable
25 attorney's fees and costs for willful noncompliance with the Act".
26 Under § 617 of the Act, (15 U.S.C. § 1681o), recovery for a
27 negligent violation is of actual damages, plus attorney's fees.
28 Under § 618, a consumer may file suit in state or federal court to
29 enforce the Act, and the statute of limitations is the earlier of
30 2 years from discovery and 5 years from the violation. (15
31 U.S.C. § 1681p).
32

JURISDICTION

5. The jurisdiction of this court is conferred by 15 U.S.C., 1681(p) and 28 U.S.C. 1331. Venue lies in Harris County in the U.S. District Court, Southern District of Texas-Houston.

PARTIES

6. Plaintiff, Rodrick J. Morris. (hereafter "I", "my", or Plaintiff") is a resident of Houston Texas. Plaintiff is a "consumer" as defined by FCRA 1681(a) of the FCRA.

7. Upon information and belief, Conn Credit Co, is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher of information as contemplated by FCRA 1681s-2(a)(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experience with any consumer.

8. Upon information and belief, Main Street Acquisition, is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher of information as contemplated by FCRA 1681s-2(a)(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experience with any consumer.

9. Upon information and belief, Defendant Palisades Collection LLCs, is debt collector as defined by the FDCPA 1692a(6), a person as defined by FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a furnisher of information as contemplated by FCRA 1681s-2(a)(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experience with any consumer.

10. Upon information and belief, Defendant Santander Consumer USA, is a "furnisher" of information as contemplated by FCRA 1681s-

2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transaction or experiences with any consumer.

11. Upon information and belief, Defendant Saferent, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transaction or experiences with any consumer.

12. Upon information and belief, Defendant Creditfax Cisco Inc, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transaction or experiences with any consumer.

13. Upon information and belief, Defendant AT&T Service Inc, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transaction or experiences with any consumer.

14. Upon information and belief, Defendant Pearl Capital, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transaction or experiences with any consumer.

15. Upon information and belief, Defendant Old Republic Credit, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transaction or experiences with any consumer.

16. Upon information and belief, Defendant Union Home Loan Inc, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes

1 information to one or more consumer reporting agencies about
2 consumer transaction or experiences with any consumer.

3 17. Upon information and belief, American Finance SLTNS, is a
4 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
5 who regularly and in the ordinary course of business furnishes
6 information to one or more consumer reporting agencies about
7 consumer transaction or experiences with any consumer.

8 18. Upon information and belief, Chase NA, is a "furnisher" of
9 information as contemplated by FCRA 1681s-2(a)&(b), who regularly
10 and in the ordinary course of business furnishes information to
11 one or more consumer reporting agencies about consumer transaction
12 or experiences with any consumer.

13 19. Upon information and belief, Defendant Triad Financial, is debt
14 collector as defined by the FDCPA 1692a(6), a person as defined by
15 FCRA 1681a(b), a reseller as defined by FCRA 1681a(u) and is a
16 furnisher of information as contemplated by FCRA 1681s-2(a)(b),
17 who regularly and in the ordinary course of business furnishes
18 information to one or more consumer reporting agencies about
19 consumer transactions or experience with any consumer.

20 20. Upon information and belief, Defendant Commercial Recovery
21 Systems, is debt collector as defined by the FDCPA 1692a(6), a
22 person as defined by FCRA 1681a(b), a reseller as defined by FCRA
23 1681a(u) and is a furnisher of information as contemplated by FCRA
24 1681s-2(a)(b), who regularly and in the ordinary course of
25 business furnishes information to one or more consumer reporting
26 agencies about consumer transactions or experience with any
27 consumer.

28 21. Upon information and belief, Defendant Vantage Mortgage Group, is
29 a "furnisher" of information as contemplated by FCRA 1681s-
30 2(a)&(b), who regularly and in the ordinary course of business
31 furnishes information to one or more consumer reporting agencies
32 about consumer transaction or experiences with any consumer.

1 22. Upon information and belief, Defendant PB Financial Group, is a
2 "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b),
3 who regularly and in the ordinary course of business furnishes
4 information to one or more consumer reporting agencies about
5 consumer transaction or experiences with any consumer.

6
7 **ALLEGATIONS & CAUSE OF ACTION**
8

9 23. Plaintiff repeat(s), allege(s), contend(s), assert/reasserts all
10 Defendants have in part (1.) obtain Plaintiff's Credit Report
11 without Plaintiff's permission, (2.) have been reporting and
12 continues to report fraudulent, erroneous, incomplete, inaccurate
13 and misleading personal information concerning Plaintiff's
14 person(s) and business transactions and relations etc., (3) have
15 in part, failed to comply with the Federal Trade Commissions
16 rules, regulations and guidelines regarding the reporting of data,
17 consumer disputes and the process for investigations etc., all in
18 part in violation of "FCRA", "FDCPA" and "FACTA" which has in
19 part, caused Plaintiff to be hindered in obtaining credit,
20 insurance, banking and financial opportunities. Also, Plaintiff
21 incorporates by reference the foregoing paragraphs.

22 24. Conn Credit Co; willfully and negligently failed to validate
23 Plaintiff's allege debt and continue to report to Credit Bureaus
24 in Violations of FDCPA Sections 809(b) as evident by Trans Union
25 Report#315690234, Experian Report #1411459735 and Equifax Report
26 #2361023762 and in violation of FCRA 604 and Sections 1681b
27 (a) (3) (F).

28 25. Conn Credit Co; willfully and negligently obtain Plaintiff's
29 credit report without Plaintiff's permission on or about October
30 2008 as evident by Trans Union Report#315690234, Experian Report
31 #1411459735 and Equifax Report #2361023762 and in violation of
32 FCRA 604 and Sections 1681b (a) (3) (F).

1 26. Main Street Acquisition; willfully and negligently failed to
2 validate Plaintiff's allege debt and continue to report to Credit
3 Bureaus in Violations of FDCPA Sections 809(b).

4 27. Main Street Acquisition; Willfully and negligently "Re age"
5 fraudulent account by updating date of last activity on
6 Plaintiff's credit report in order to keep negative information on
7 an account longer in violation of FCRA 605(c) on or about October
8 2008 and.

9 28. Main Street Acquisition; willfully and negligently obtain
10 Plaintiff's credit report without Plaintiff's permission on or
11 about October 2008 as evident by Trans Union Report #216997726
12 dated 2/9/2010 and Experian Report #1192-6430-92, and in violation
13 of FCRA 604 and Sections 1681b (a)(3)(F).

14 29. Commercial Recovery Systems; willfully and negligently failed to
15 validate Plaintiff's allege debt and continue to report to Credit
16 Bureaus in Violations of FDCPA Sections 809(b) as evident by Trans
17 Union Report #315690234, Experian Report #1411459735 and Equifax
18 Report #2361023762 and in violation of FCRA 604 and Sections 1681b
19 (a)(3)(F).

20 30. Commercial Recovery Systems; willfully and negligently obtain
21 Plaintiff's credit report without Plaintiff's permission as
22 evident by Trans Union Report #315690234, Experian Report
23 #1411459735 and Equifax Report #2361023762 and in violation of
24 FCRA 604 and Sections 1681b (a)(3)(F).

25 31. Triad Financial; willfully and negligently failed to validate
26 Plaintiff's allege debt and continue to report to Credit Bureaus
27 in Violations of FDCPA Sections 809(b).

28 32. Triad Financial; Willfully and negligently "Re age" fraudulent
29 account by updating date of last activity on Plaintiff's credit
30 report in order to keep negative information on an account longer
31 in violation of FCRA 605(c).
32

1 33. Triad Financial; willfully and negligently obtain Plaintiff's
2 credit report without Plaintiff's permission as evident by Trans
3 Union Report #216997726, and Experian Report #1192-6430-92 and in
4 violation of FCRA 604 and Sections 1681b (a)(3)(F).

5 34. Saferent; willfully and negligently obtain Plaintiff's credit
6 report without Plaintiff's permission in violation of FCRA 604 and
7 Sections 1681b (a)(3)(F) this is evident by Trans Union Report
8 number

9 35. PB Financial Group willfully and negligently obtain Plaintiff's
10 credit report without Plaintiff's permission in violation of FCRA
11 604 and Sections 1681b (a)(3)(F) this is evident by Experian
12 Report number #1192-6430-92.

13 36. Old Republic Credit; willfully and negligently obtain Plaintiff's
14 credit report without Plaintiff's permission evident by Trans
15 Union Report#315690234, Experian Report #1411459735 and Equifax
16 Report #2361023762 and in violation of FCRA 604 and Sections 1681b
17 (a)(3)(F).

18 37. CHASE NA; willfully and negligently obtain Plaintiff's credit
19 report without Plaintiff's permission as evident by Trans Union
20 Report#315690234, Experian Report #1411459735 and Equifax Report
21 #2361023762 and in violation of FCRA 604 and Sections 1681b
22 (a)(3)(F).

23 38. Pearl Capital; willfully and negligently obtain Plaintiff's
24 credit report without Plaintiff's permission as evident by Trans
25 Union Report#315690234, Experian Report #1411459735 and Equifax
26 Report #2361023762 and in violation of FCRA 604 and Sections 1681b
27 (a)(3)(F).

28 39. American Finance SLTNS; willfully and negligently obtain
29 Plaintiff's credit report without Plaintiff's permission as
30 evident by Trans Union Report#315690234, Experian Report
31 #1411459735 and Equifax Report #2361023762 and in violation of
32 FCRA 604 and Sections 1681b (a)(3)(F).

- 1 40. Vantage Mortgage Group; willfully and negligently obtain
2 Plaintiff's credit report without Plaintiff's permission as
3 evident by Trans Union Report#315690234, Experian Report
4 #1411459735 and Equifax Report #2361023762 and in violation of
5 FCRA 604 and Sections 1681b (a) (3) (F).
- 6 41. Creditfax Cisco Inc; willfully and negligently obtain Plaintiff's
7 credit report without Plaintiff's permission as evident by Trans
8 Union Report#315690234, Experian Report #1411459735 and Equifax
9 Report #2361023762 and in violation of FCRA 604 and Sections 1681b
10 (a) (3) (F).
- 11 42. AT&T Service Inc; willfully and negligently obtain Plaintiff's
12 credit report without Plaintiff's permission as evident by Trans
13 Union Report#315690234, Experian Report #1411459735 and Equifax
14 Report #2361023762 and in violation of FCRA 604 and Sections 1681b
15 (a) (3) (F).
- 16 43. Santander USA Consumer; willfully and negligently obtain
17 Plaintiff's credit report without Plaintiff's permission as
18 evident by Trans Union Report#315690234, Experian Report
19 #1411459735 and Equifax Report #2361023762 and in violation of
20 FCRA 604 and Sections 1681b (a) (3) (F).
- 21 44. Palisades Collection LLC; willfully and negligently failed to
22 validate Plaintiff's allege debt and continue to report to Credit
23 Bureaus in Violations of FDCPA Sections 809(b).
- 24 45. Palisades Collection LLC; Willfully and negligently "Re age"
25 fraudulent account by updating date of last activity on
26 Plaintiff's credit report in order to keep negative information on
27 an account longer in violation of FCRA 605(c).
- 28 46. Palisades Collection LLC; willfully and negligently obtain
29 Plaintiff's credit report without Plaintiff's permission as
30 evident by Trans Union Report #216997726, and Experian Report
31 #1192-6430-92 and in violation of FCRA 604 and Sections 1681b
32 (a) (3) (F).

1 47. Union Home Loan Inc; willfully and negligently obtain Plaintiff's
2 credit report without Plaintiff's permission as evident by Trans
3 Union Report#315690234, Experian Report #1411459735 and Equifax
4 Report #2361023762 and in violation of FCRA 604 and Sections 1681b
5 (a) (3) (F) .
6
7
8

9 **DEMAND FOR JURY TRIAL**

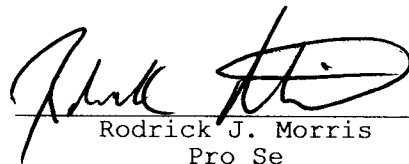
10 Plaintiff hereby demands a jury trial on all issues so triable.
11

12 **PRAYER FOR RELIEF**

13 Wherefore, Plaintiff respectfully requests:
14

- 15 a.) That Plaintiff be allowed to amend complaint to correct
16 defects in his/her complaint and in accordance with any
17 Federal Rules of Civil Procedure, Local Rules etc., and/or
18 as allowed by law.
19 b.) Defendants from further reporting of inaccurate and
20 erroneous adverse information regarding Plaintiff's
21 consumer credit information;
22 c.) Costs and fees; and
23 d.) Such other relief as may be just and proper.
24
25
26

27 January 24, 2013

28 
Rodrick J. Morris
Pro Se

30 (281) 543-1701
31
32